



**IDAHO TRANSPORTATION DEPARTMENT (ITD)  
INVITATION TO BID (ITB)**

**PLUMBING AND MECHANICAL SERVICE CONTRACT  
ITD DISTRICT 3**

May 27, 2010

**REQUISITION # C203570**

Physical Address

Idaho Transportation Department  
Business and Support Management – Purchasing Unit  
Attention: Evey McAdams  
3311 West State Street - Boise, Idaho 83703

**ALL SEALED BIDS must be received by 5:00 pm on June 18, 2010. Sealed bids will be opened at 11:00 am on June 21, 2010;** at Business and Support Management - Purchasing Unit, located at 3311 West State Street in Boise. The scope of work consists of furnishing all materials, equipment, and labor for a *'Plumbing and Mechanical Service Contract'* for ALL ITD District three locations, but not limited to the following Counties of Adams, Valley, Washington, Payette, Gem, Canyon, Boise, Ada and Elmore.

**CONTRACTORS MUST BE LICENSED WITH THE FOLLOWING AGENCIES:**

- **STATE PLUMBING BUREAU LICENSE**
- **PUBLIC WORKS CONTRACTORS**
- **DIVISION OF BUILDING SAFETY - HVAC LICENSE**

**ALL** bid [process] submission questions relating to this ITB shall be directed to: Evey McAdams, Grants Contract Program Specialist at 208.334.8084. **ALL technical** questions relating to this ITB must be submitted in writing 'via' e-mail [evey.mcadams@itd.idaho.gov](mailto:evey.mcadams@itd.idaho.gov) or facsimile (208) 332.4109

**FOR INFORMATION ON:** Upcoming Projects, Project Updates, Addendums, Project cancellations, Bid [Status] Results, **please visit our web-site at:** <http://itd.idaho.gov> **"Doing Business with ITD"**

***BID SUBMISSION MUST BE SENT IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN BELOW:***

**Business Name:** \_\_\_\_\_  
**Requisition #: C-203570**  
**Bid Close Date: JUNE 18, 2010 @ 5:00 PM**  
**Bid Open Date: JUNE 21, 2010 @ 11:00 AM**  
**Project Bidding: HVAC/PLUMBING SERVICE CONTRACT**

Mailing Address

Idaho Transportation Department  
Business and Support Management - Purchasing Unit  
Attention: Evey McAdams  
P.O. Box 7129 - Boise, Idaho 83707-1129

ITD DISTRICT 3  
HVAC/PLUMBING SERVICES CONTRACT  
ETM – REV 5/10



**PLUMBING AND MECHANICAL SERVICE CONTRACT  
ITD DISTRICT 3**

**TABLE OF CONTENTS**

**I. SCOPE OF WORK**

1. DESCRIPTION OF WORK .....	1
2. MATERIALS .....	1
3. LICENSE REQUIREMENTS .....	2

**II. SPECIAL PROVISIONS**

1. GENERAL .....	2
2. DIMENSIONS AND MEASUREMENTS .....	2
3. GUARANTEE .....	2
4. WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS .....	3
5. PERMITS .....	3
6. CLEANING UP BUILDING .....	3
7. PROTECTION .....	3
8. CODES.....	3
9. AS-BUILT DRAWINGS.....	3
10. WORK NOTED, DETAILED OR SPECIFIED .....	4
11. PERFORMANCE .....	4
12. COORDINATION AND CONTROL .....	4
13. JOURNEYMAN .....	4
14. DEPARTMENTS USE OF BUILDING .....	4

**III. BID GUIDELINES**

1. INFORMATION GIVEN PRIOR TO AWARD .....	5
2. PERFORMANCE .....	5
3. BIDDING REQUIREMENTS AND CONDITIONS .....	5
4. IRREGULAR BIDS .....	5
5. DISQUALIFICATION OF BIDDERS .....	6
6. BID GUARANTY ( <i>Five Percent Bid Bond</i> ) .....	6
7. RETURN OF BID GUARANTY ( <i>Five Percent Bid Bond</i> ).....	6
8. <del>SURETY BOND REQUIREMENTS (<i>Performance &amp; Payment Bonds</i>)</del> Removed 5/10.....	7
9. CONSIDERATION OF BID .....	7
10. CONTRACT AWARD .....	7
11. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION .....	7
12. EXECUTION / AWARD OF THE CONTRACT .....	7
13. FAILURE TO EXECUTE CONTRACT .....	8

**IV. TERMS AND CONDITIONS**

1.	STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION .....	8
2.	CONTRACT ADMINISTRATION.....	8
3.	CONTRACT TERM .....	8
4.	PAYMENT REQUIREMENTS .....	9
5.	CHANGES .....	9
6.	CLAIMS FOR ADJUSTMENT AND DISPUTES.....	9
7.	FORCE MAJEURE .....	9
8.	COMPLIANCE.....	10
9.	TERMINATION .....	10
10.	INDEMNIFICATION .....	10
11.	CONTRACTOR’S AFFIDAVIT ( <i>Concerning Illegal Aliens</i> ) .....	10
12.	INSURANCE.....	11
	ADDITIONAL INSURANCE .....	12

***ATTACHMENTS:***

FAX BACK

BID SCHEDULE

SIGNATURE PAGE

CONTRACTORS AFFIDAVIT (*Concerning Alcohol & Drug Free Workplace*)

CONTRACTORS AFFIDAVIT (*Concerning Illegal Aliens*)

BIDDER RESPONSIBILITY PAGE



**INVITATION TO BID (ITB)  
IDAHO TRANSPORTATION DEPARTMENT (ITD)**

**PLUMBING AND MECHANICAL SERVICE CONTRACT  
ITD DISTRICT 3**

**I. SCOPE OF WORK**

**1. DESCRIPTION OF WORK**

The work of this contract is intended to provide the Idaho Transportation Department (with available contractor to perform Plumbing and Mechanical Services that deals with plumbing and HVAC systems including boilers, chillers, and heat pumps at Idaho Transportation District 3 sites located in Ada, Adams, Boise, Canyon, Elmore, Gem, Payette, Valley and Washington counties. Other buildings may be added at the discretion of ITD District 3 Supply.

The buildings covered in this service agreement have been constructed and maintained under applicable code requirements. The contractor will maintain the integrity of the buildings as it applies to these code requirements.

The scope of this contract is for all aspects of plumbing work, including but not limited to: HVAC systems, boilers, chillers, and heat pumps.

The Contractor shall provide an eight (8) hour response time for emergency repair.

The contractor shall be properly licensed and shall have sufficient personnel and equipment to perform the work.

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

**2. MATERIALS**

All equipment or parts shall be new and of commercial grade. Materials and parts will be paid at contractor's invoice cost, plus the percentage markup quoted in the Bid Schedule. Shipping costs and sales tax will be paid at the contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$100.00.

ITD will require a cost estimate on all projects exceeding \$4,000.00 or more from the Contractor. If in the best interest of the state the Department further reserves the right to

quote any projects exceeding \$4,000.00 or more. Before any work begins it has to be preapproved by the District Business Manager and Maintenance Manager.

The Contractor may be asked to provide invoices for any item at the discretion of Idaho Transportation Department.

### **3. LICENSE REQUIREMENTS**

The contractor shall be properly licensed and shall have sufficient personnel and equipment to perform the work.

The following are requirements: Idaho Public Works License, State Plumbing Bureau License, and Division of Building Safety (HVAC) License are required.

---

## **II. SPECIAL PROVISIONS**

### **1. GENERAL**

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified. The 2004 Idaho Standard Specifications for Highway Construction may be purchased through the Idaho Transportation Department, Division of Highways in Boise, Idaho.

Where general and supplementary conditions are referred to; current industry standards shall be followed. Department shall be construed to mean the State of Idaho through the Idaho Transportation Department (ITD).

The Contractor, before commencing work, shall purchase and maintain property insurance against fire with extended coverage, including loss or damage by vandalism and malicious mischief on this work to the full insurable value thereof, with insurance approved by the State and any loss made payable to the State, as his interest may be at the time of said loss. He shall furnish a copy of the insurance policy to the Department. No cancellation or change in this policy shall be effective without 30 days prior written notice to the Department.

### **2. DIMENSIONS AND MEASUREMENTS**

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

### **3. GUARANTEE**

Excepting where certain portions of the work call for a longer period all work shall be guaranteed for a minimum period of one year after the date of final acceptance. During the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor's expense.

#### **4. WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS**

Three (3) copies of the manufacturer's warranties, guarantees, instructions sheets, and parts list for all Contractors' furnished materials shall be turned over to the department upon completion of the project.

#### **5. PERMITS**

The State will furnish the building permit, if required.

The Contractor shall obtain and pay for all other licenses and permits and shall pay fees and charges for connection to outside services to include, water, sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to the State, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the Contractor for utility hookup fees at invoice costs.

#### **6. CLEANING UP BUILDING**

In addition to removal of rubbish and leaving the building rooms clean, the Contractor shall remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears from all surfaces and clean fixtures, clean all glass; replace any broken glass as a result of the Contractor's work.

#### **7. PROTECTION**

The Contractor shall, at all times, protect State property from damage. The Contractor shall remove and replace with new work any work or property damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the department.

#### **8. CODES**

The Contractor, including subcontractors, shall submit his bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor shall submit alternate prices on any changes necessary to comply with such codes. If such alternates are not stated in the bid, it shall be assumed that Contractor's base bid includes, to the best of his knowledge and experience, all work necessary to comply with such codes.

#### **9. AS-BUILT DRAWINGS**

When requested, the Contractor shall provide the Architect with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions, and locations of all work items covered under this contract. The Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurements or payments will be made for As-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

#### **10. WORK NOT NOTED, DETAILED OR SPECIFIED**

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the department.

#### **11. PERFORMANCE**

Contractors interested in bidding this project shall carefully inspect the project prior to submitting their bid. Submission of a bid by any Contractor shall be accepted as prima facie evidence that he has examined these specifications and has satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them self with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required for a complete finished job.

#### **12. COORDINATION AND CONTROL**

Most work will be required to be performed during normal business hours (between 6:00 AM and 6:00 PM Monday through Friday). Occasional work maybe required after normal hours (between 6:00 PM and 6:00 AM weekdays, weekends and on holidays).

#### **13. JOURNEYMAN**

The Contractor shall employ a competent journeyman and necessary assistants who shall be in attendance at the Project site during the progress of work. The journeyman shall be satisfactory to the Engineer, and shall not be changed except with the consent of the Engineer unless the journeyman proves to be unsatisfactory to the Contractor and ceases to be in their employ. Under this circumstance, the new journeyman shall also be satisfactory to the Engineer. The journeyman shall represent the Contractor and all communications given to the journeyman shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

#### **14. DEPARTMENTS USE OF BUILDING**

The Department reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. The Contractor shall take special care to insure that no unnecessary disruptions or normal routines

will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc... shall be scheduled with the department. Normal functions shall be restored as quickly as possible.

---

### **III. BID GUIDELINES**

#### **1. INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

#### **2. PERFORMANCE**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint themselves with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

#### **3. BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated in this bid document. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No bids will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. The bidder shall complete the bid schedule as noted in this bid document. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

#### **4. IRREGULAR BIDS**

Bids will be considered non-responsive and shall be rejected for the following reasons:



1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in **BLUE** ink.
7. If Addendums are not signed, dated and returned with the Bid Documents.
8. If the required, Public Works Contractors License Number, State Plumbing Bureau License and Division of Building Safety (HVAC) License numbers are not inserted on the Signature Page.
9. If the contractors Federal Identification number is not inserted on the Signature Page.
10. Contractor's Affidavit – *(Concerning Alcohol & Drug Free Workplace)*
11. Contractor's Affidavit – *(Concerning Illegal Aliens)*

## **5. DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their Bid or Bids:

1. More than one Bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

## **6. BID GUARANTY *(Five Percent Bid Bond)***

**No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.**

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

## **7. RETURN OF BID GUARANTY (*Five Percent Bid Bond*)**

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranties of the two lowest responsive bidders will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

## **~~8. SURETY BOND REQUIREMENTS (*Performance and Payment Bonds*)~~ Removed 5/10 HVAC/PLUMBING**

## **9. CONSIDERATION OF BID**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

## **10. CONTRACT AWARD**

Awards will be "All or None," however the State reserves the right to award all or selective amounts of bid items.

## **11. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

A bidder who did not submit the lowest responsive responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsive responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

## **12. EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive responsible bidder who's Bid complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive responsible bidder. The Bidder agrees that

this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

### **13. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsive responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

---

## **IV. TERMS AND CONDITIONS**

### **1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the January 2009 Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications - Highways - Specifications Manual to download a PDF version with the most current Supplements.

### **2. CONTRACT ADMINISTRATION**

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

### **3. CONTRACT TERM**

The term of this contract shall be for a one (1) year period with an option to renew for three (3) additional one-year periods upon mutual agreement between the Contractor and Department. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title, or interest therein

#### **4. PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

#### **5. CHANGES**

ITD reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of ITD. Changes in compensation, which may result from such revisions, shall be documented by formal Amendment to the contract and approved by the Purchasing Agent.

#### **6. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the Department, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Department will notify the Contractor in writing of the decision.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

#### **7. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor’s finances shall not be a Force Majeure.

## **8. COMPLIANCE**

If ITD registers a formal and written complaint with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond to the ITD District Rest Area Foreman in person, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 9 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

## **9. TERMINATION**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

## **10. INDEMNIFICATION**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

## **11. CONTRACTOR'S AFFIDAVIT (*Concerning Illegal Aliens*)**

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2006-04 ([http://gov.idaho.gov/mediacenter/execorders/eo06/eo\\_2006-40.html](http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

## 12. INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

1. Worker's Compensation. The CONTRACTOR and all employers providing work, labor, or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3. Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

2. Automobile Liability Insurance. The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned, and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

#### **ADDITIONAL REQUIREMENTS:**

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

Requisition # C-203570

Project: PLUMBING / HVAC SERVICES  
ITD DISTRICT SITES

## **INTENTION TO RESPOND**

To help us assist you better

PLEASE **FAX BACK** to: 208.332.4109

Or Mail to:

Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

---

---

**BID CLOSING ON: June 18, 2010 @ 5:00 P.M.**

**BID OPENS ON: June 21, 2010 @ 11:00 A.M.**

### **PLEASE CHECK ALL THAT APPLY**

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

Other Message / Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Individual / Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

(Please Print)

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Email Address: \_\_\_\_\_





**ITD BID SCHEDULE  
PLUMBING AND MECHANICAL SERVICE CONTRACT**

**ITD DISTRICT THREE**

**REQUISITION # C-203570**

Bidder / Company Name: \_\_\_\_\_

I hereby propose to furnish all labor, materials, and supplies, and to provide the service in accordance with the Contract Agreement Documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the Contract Agreement Documents, of which this Bid is a part.

Included within this 'Plumbing and Mechanical Service Contract Agreement are **ALL** Idaho Transportation Department (ITD), District 3 sites and all other buildings associated with ITD District 3 [buildings] located in, but not limited to the counties of: Ada, Adams, Boise, Canyon, Elmore, Gem, Payette, Valley and Washington.

The Term of this contract will be in effect for a period of one (1) year with the option to renew for three (3) additional one (1) year periods upon mutual agreement between Contractor and ITD (Department).

All Figures Below Shall Be Written In Blue Ink Or Typed. Bids Received With Penciled Entries Will Be Considered Irregular [Non-Responsive] And Rejected.

**\*Regular business hours worked are defined** to be ALL hours worked between 6 AM and 6 PM, Monday through Friday.

Hourly <b>[REGULAR]</b> Rate for Labor			
JOURNEYMAN	\$ _____	<u>X 90 HOURS*</u>	A) \$ _____

**\*Overtime, other than** regular hours worked, are defined as all other hours not considered regular work hours. This includes weekends and holidays.

Hourly <b>[OVER TIME]</b> Rate for Labor			
JOURNEYMAN	\$ _____	<u>X 30 HOURS*</u>	B) \$ _____

Overtime hours require pre-approval by ITD District 3 personnel. *ITD will not be responsible for paying overtime rates if not pre-approved.* At the discretion of the Department, the Contractor may be requested to provide time cards for any work performed.

**Material Cost:**

Material and parts will be paid at contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at contractor's invoice cost without any markup. A copy of all invoices must be

**Example:  $(1 + 15\%) \times \$10,000 = \$11,500$**

Bidders Cost (+1) Plus _____ Percent	<u>X \$10,000.00</u>	C) \$ _____
--------------------------------------	----------------------	-------------

**A + B + C = T \$** \_\_\_\_\_

**Hourly <b>[REGULAR]</b> Rate for Labor			
APPRENTICE	\$ _____	<u>X 90 HOURS**</u>	A) \$ _____
**Hourly <b>[OVERTIME]</b> Rate for Labor			
APPRENTICE	\$ _____	<u>X 30 HOURS**</u>	B) \$ _____

The Bidder understands that the Department reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

## AWARD TO BE “ALL OR NONE”

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

ITD DISTRICT 3  
HVAC/PLUMBING SERVICES CONTRACT  
ETM – REV 5/10



## Idaho Transportation Department Signature Page

Idaho Transportation Department  
Business and Support Management Purchasing Unit  
PO Box 7129  
3311 West State Street  
Boise, Idaho 83703

**Requisition #: C-203570**

**Requisition Title: Plumbing and Mechanical Service Contract**

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification #	Public Works License #	State Plumbing Bureau License#	Div of Building Safety (HVAC) License #	
Company Name		State of Domicile		
Mailing Address	City		State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)		
Fax Number (with area code)		Email Address		

**By signing, the contractor acknowledges his/her responsibility for any addenda that have been issued for this solicitation, and that he/she will comply with all the terms, conditions, and specifications of this solicitation.**

Contractor or Authorized Representative's Signature	Date Signed
---	-------------

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address	City	State	Zip Code
Phone Number	Fax Number		

**This page must be signed with an original signature, and returned with your BID documents!**

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State  
Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole  
or part by state funds or federal stimulus dollars can legally work in the United States and complies with  
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this state  
contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!**

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho  
Code (Drug Free Workplace program); that \_\_\_\_\_ provides a drug-free  
(Contractor Name)  
workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will  
maintain such program throughout the life of a state construction contract and that  
\_\_\_\_\_ shall subcontract work only to subcontractors meeting  
(Contractor Name)  
the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
My

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**

**CONTRACTOR'S RESPONSIBILITY PAGE**  
**PLUMBING AND MECHANICAL SERVICE CONTRACT**

**FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

**DISCLAIMER:**

**ALL REQUIRED DOCUMENTS** may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
  - Contractor's (**APPLICABLE**) License Number(s) must be inserted
  - Page must be signed with an original signature
- 3) **Contractor's Affidavit**
  - Concerning Alcohol and Drug Free Workplace
  - Concerning Illegal Aliens
- 4) **FIVE PERCENT (5%) BID GUARANTY**
  - Bidders Bond or Cashier's Check
- 5) **Addenda**
  - It is the Bidder's responsibility to verify if an addendum was issued.
  - Must be Signed and returned with your Bid Documents.
- 6) **ALL BIDS** must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 7) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.